

Standard SEGIR Economic Policy (EP) Component IQC contract

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 OVERVIEW**

The United States Agency for International Development (USAID), is contracting for technical assistance necessary to support broad-based and sustainable development in USAID-recipient countries by providing intellectual leadership and technical resources for addressing a broad range of constraints to economic growth. The Agency's strategic objective of broad-based, economic growth focuses on (1) strengthening markets, (2) expanding access and opportunity, and (3) investing in people. To meet this mandate, the Bureau for Global Programs Field Support and Research, Research and Mission Support has consolidated all technical support under an "umbrella" project to enhance economy and efficient response capability. The Office of Emerging Markets in the Economic Growth and Agricultural Development Center has consolidated its varied research and technical support activities into a single project called Support for Economic Growth and Institutional Reform Project (SEGIR). SEGIR supports USAID economic growth activities in five areas: (1) Macroeconomic Policy, Poverty Alleviation and Economic Institutions and Analyses, (2) Privatization, (3) Financial Sector Development, (4) General Business, Trade & Investment, and (5) Legal Institutional Reform. This award only concerns area (1) Macroeconomic Policy, Poverty Alleviation and Economic Institutions and Analyses.

USAID missions will be able to procure longer-term services to assist with the institutional development of public and private policy analysis capacity in developing countries. They will also be able to advance the state-of-the-art practices by making contributions to development theory and promoting a macroeconomic policy framework for broad-based, sustainable growth in USAID-assisted developing countries.

Services shall be performed in accordance with Section C and Section F of this contract. Support for the Center for Economic Growth and Agricultural Development will be implemented under this contract in accordance with the Task Order System outlined in Section F.

B.2 CONTRACT TYPE AND SERVICES

This is an indefinite delivery, indefinite quantity contract utilizing:

Task orders to provide technical direction, a ceiling price for the task and obligation of funds;

Fixed Daily Rates for U.S. Expatriates;

Reimbursement of actual salaries for locally-hired national professionals and other non-U.S. expatriates;

Fixed multipliers applied to salaries for locally-hired national professionals and other non-U.S. expatriates; and

Modified time-and-material payment provisions.

SEGIR is designed to promote more effective and efficient field support services. G/EGAD/EM as well as Missions and Bureaus can execute task orders to provide desired service, within the scope of Section C.

Once the statement of work for a prospective task order has been reviewed by the USAID/W Cognizant Technical Officer (CTO), that specific task order will be negotiated and administered directly by the cognizant Bureau/Mission contracting officer and Bureau/Mission CTO.

B.3 OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds of \$10,000 to cover a minimum of services, which will be applied towards the first task order(s). Following this initial obligation, individual task orders will obligate funds to cover each task.

B.4 TASK ORDER CEILING PRICES

Each task order will have a ceiling price. The contractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the Contracting Officer. Each task order will include a mix of professional labor categories, a maximum number of workdays, and other direct costs.

B.5 LABOR

B.5(a) U.S. Expatriate Professionals - Fixed Daily Rates

The task order will cite the applicable fixed daily rates selected from the Table of Fixed Daily Rates. The fixed daily rates in effect when the task order is executed will remain in effect for the entire task order period.

Each fixed daily rate listed below is "loaded" and shall include the salary cost or consulting fee of the individual providing the services, payroll costs (fringe benefits, FICA, etc.), indirect costs applicable to labor, all home/corporate office secretarial/administrative support (Domestic and International), all computer rental (Domestic and International), all report preparation costs, contract management (See Section C.3(d)), DBA, MEDEVAC and profit or fee, if any. At posts where Danger Pay allowance, post differential, and other allowances (i.e., housing, education, etc.) are granted, these allowances may be budgeted as a direct cost, but not included in the fixed daily rate. Fixed daily rates shall include consideration of the contractor's established personnel policies and procedures, except what is covered as Other Direct Costs in B.6.

(Note: Fixed Daily Rates shall not include or be applied to costs covered as other direct costs in Section B.6 such as travel and transportation, costs of a local office, etc. USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their

allowability would be determined on a case-by-case basis as a direct cost. These costs are not to be considered part of the fixed daily rates.)

The fixed daily rates set forth below shall be fixed for the contract period and shall not be adjusted or re-negotiated.

[Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable fixed daily rate for work days performed in Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5. Extensions that will cause existing task orders to extend into a subsequent rate period would not typically involve a change in the allowable fixed daily rate under that task order. Under these circumstances, all changes in the allowable rates are subject to the cognizant Contracting Officer's discretion.]

B.5(a)(1) Labor Categories

Contract Years 1-3

Labor (US Expatriate)

Fixed Daily Rates

Level 1 Level 2 Level 3

CLIN 0001 Financial Advisor,
Business and Finance Specialist,
Trade Specialist, International Economist,
Capital Market Specialist, Tax Specialist,
Investment Banker, Commercial Banker,
Macro-economist, Micro/Sector Economist,
Public Finance Economist,
Financial Analyst, Monetary Economist,
Labor Economist

CLIN 0002 Institutional Development,
Industry Specialist/Engineer,
Elec. Info. Management Specialist
Environmental Specialist/Engineer

CLIN 0003 Social Scientist/Sociologist
Labor Specialist

CLIN 0004 Accountant

CLIN 0005 Attorney

CLIN 0006 Training Specialist,
Conference Management Specialist,
Communications Specialist

Contract Year 4Labor (US Expatriate)Fixed Daily Rates

Level 1	Level 2	Level 3
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CLIN 0007 Financial Advisor,
Business and Finance Specialist,
Trade Specialist, International Economist,
Capital Market Specialist, Tax Specialist,
Investment Banker, Commercial Banker,
Macro-economist, Micro/Sector Economist,
Public Finance Economist,
Financial Analyst, Monetary Economist,
Labor Economist

_____	_____	_____
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CLIN 0008 Institutional Development,
Industry Specialist/Engineer,
Elec. Info. Management Specialist
Environmental Specialist/Engineer

_____	_____	_____
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CLIN 0009 Social Scientist/Sociologist
Labor Specialist

_____	_____	_____
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CLIN 0010 Accountant

_____	_____	_____
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CLIN 0011 Attorney

_____	_____	_____
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CLIN 0012 Training Specialist,
Conference Management Specialist,
Communications Specialist

_____	_____	_____
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Contract Year 5Labor (US Expatriate)Fixed Daily Rates

Level 1	Level 2	Level 3
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CLIN 0013 Financial Advisor,
Business and Finance Specialist,
Trade Specialist, International Economist,
Capital Market Specialist, Tax Specialist,
Investment Banker, Commercial Banker,
Macro-economist, Micro/Sector Economist,
Public Finance Economist,
Financial Analyst, Monetary Economist,
Labor Economist

_____	_____	_____
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CLIN 0014 Institutional Development,
Industry Specialist/Engineer,
Elec. Info. Management Specialist
Environmental Specialist/Engineer

_____	_____	_____
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CLIN 0015 Social Scientist/Sociologist
Labor Specialist

CLIN 0016 Accountant

CLIN 0017 Attorney

CLIN 0018 Training Specialist,
Conference Management Specialist,
Communications Specialist

B.5(a)(2) Labor Categories - Levels of Qualifications

Level I: (PRINCIPAL AND SENIOR MANAGER) Ph.D. or equivalent (MA or MBA plus senior level work experience/responsibility, e.g., Principal Investigator) in a relevant field; twelve years of relevant work experience, five years must have been supervisory, and two years must have been spent in a developing country environment. The individual(s) proposed must have demonstrated record of effective management, and the contractor must be prepared to vest him/her with considerable autonomy and the authority to commit funds and resources.

Level II: (SENIOR ANALYST / SUB ACTIVITY MANAGER) Ph.D. or its equivalent (MA or MBA plus senior level work experience responsibility, e.g., Senior Analyst) in a relevant field; five years of relevant work experience, two years must have been spent in a developing country environment. The mix of personnel proposed should include both academe and practitioners. Demonstrated professional excellence, excellent writing ability and strong cross-cultural interpersonal skills.

Level III: (RESEARCH ASSOCIATE) BA in a relevant area. Associate would be permitted to undertake research, analyses and technical support under the direction of a senior analyst. Excellent writing skills and quantitative analysis skills are required

NOTE: The qualification level requirements should be interpreted as follows concerning work experience in a developing country: to meet this aspect of the qualifications, work experience on international development problems in the United States or other "developed" country may be substituted for work experience in a developing country.

In order to perform the scope of work set forth in Section C.2., the Contractor shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated above. The qualifications in the categories shall correspond to the applicable fixed daily rates provided in Section B.

B.5(b) Locally-Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. (Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is located in the United States, and is provided the same benefits and on the same

pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. fixed daily rates for those TCNs and CCNs. These requests will be reviewed on a case-by-case basis and will be subject to the prior approval of the cognizant Contracting Officer.)

The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary/or and consultant rate history over the most recent 3-year period. Annual salaries will be converted to hourly rates by dividing the annual figure by 2080 hours per year.

Contractors may use other than 8 hour workdays, provided the contractor's payroll policies and procedures already contain an alternate work schedule option and consistent with AIDAR 731.205-6(a). Rates/salaries shall not exceed the established current ES-6 annual rate. (Note: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.)

B.5(b)(1) Multiplier

The multiplier listed below should be applied to the negotiated unburdened daily salary of locally hired national personnel or other non-US expatriates only.

The multiplier shall include indirect costs applicable to labor, all home/corporate office secretarial/administrative support (Domestic and International) all computer rental (Domestic and International), all report preparation costs, contract management (See Section C.3(d)), and profit or fee, if any. (The multiplier shall NOT include DBA or MEDEVAC insurance. To the extent that these costs are authorized, they will be treated as direct costs.)

(Note: The Locally-Hired National Personnel or Other Non-U.S. Expatriate multiplier shall not include or be applied to costs covered as other direct costs in B.6 such as travel and transportation, costs of a local office, etc. USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their allowability would be determined on a case-by-case basis as a direct cost. These costs are not to be considered part of the multiplier. Fringe benefits and social welfare costs for locally-hired or non-U.S. expatriates will be reimbursed as direct costs if allowable/authorized under task orders. They are not to be considered part of the multiplier.)

The fixed multiplier for locally hired national personnel and other non-U.S. expatriates under this contract is:

Contract Years 1-3:	_____
Contract Year 4:	_____
Contract Year 5:	_____

Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable multiplier for work days performed in

Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5. Extensions that will cause existing task orders to extend into a subsequent multiplier period would not typically involve a change in the allowable multiplier under that task order. Under these circumstances, all changes in the allowable multiplier are subject to the cognizant Contracting Officer's discretion.

B.6 OTHER DIRECT COSTS

(Note: USAID will allow contractors to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).)

B.6.(a) Other direct costs necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the fixed daily rates or multipliers shall not be charged as an other direct cost.

B.6.(b) The cognizant Contracting Officer will make a determination whether or not other direct costs and applicable indirect costs (on ODCs) are allowable, allocable and fair & reasonable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

B.6.(c) No profit or fee will be applied to other direct costs.

B.7 ESTABLISHMENT OF INDIRECT COST RATE (FOR ODC)

Establishment of Indirect Cost Rates (Applied to ODCs Only): Pursuant to the clause of this contract entitled "Allowable Cost and Payment", an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which will apply to this contract, payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below (for applicable ODCs under task orders, as authorized by the cognizant Contracting Officer):

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>
		<u>1/</u>	<u>1/</u>
<u>1/</u>	Base of Application:		
	Type of Rate (Provisional):		
	Period:		

(Note: The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.)

B.8 TASK ORDER LIMITATIONS

B.8.(a) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$10,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$10,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.8.(b) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$500,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$500,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.8.(c) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities (see Section H of this contract); or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 (see Section H.6. of this contract), the Contractor, after written notification to the CTO, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

B.9 MINIMUM AND MAXIMUM FOR CONTRACT**B.9.(a) Minimum Cumulative Guarantee**

USAID guarantees that it shall order, and the Contractor is guaranteed to receive, a minimum amount of \$10,000 for services or reports and other deliverables during the period of this contract.

B.9.(b) Maximum Ordering Limitation

The Contractor is required to provide, if ordered, up to a maximum cumulative amount of \$75,000,000 of services or reports and other deliverables during the period of this contract. The \$75,000,000 is the ceiling for the overall sector which cannot be exceeded in total amongst the awardees. This ceiling is not being subdivided amongst the number of awardees nor is it being multiplied by

the number of awardees. Task order totals amongst ALL awardees cannot exceed \$75,000,000.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 GENERAL DESCRIPTION OF THE CONTRACT**

In March, 1994, USAID produced Strategies for Sustainable Development to inform and guide the process of economic development assistance to developing countries. The document states that economic growth succeeds when the provision of economic assistance "respects and safeguards the economic, cultural and natural environment; creates many incomes and chains of enterprises; is nurtured by an enabling policy environment; and builds indigenous institutions that involve and empower the citizenry. Development is sustainable when it permanently enhances the capacity of a society to improve its quality of life, and enlarges the range of freedom and opportunities." Accordingly, USAID's Strategic Objective of Broad-based Economic Growth focuses on (1) strengthening markets, (2) expanding access and opportunity, and (3) investing in people.

To meet this mandate, the Bureau for Global Programs Field Support and Research, Research and Mission Support is consolidating its technical support under "umbrella" projects to enhance economy and efficient response capability. Accordingly, the Bureau's Office of Emerging Markets in the Center for Economic Growth and Agricultural Development (G/EGAD) is merging its research and technical support activities into a single activity called "Support for Economic Growth and Institutional Reform" (SEGIR). SEGIR provides an efficient, multi-tasking delivery mechanism which combines direct-hire and contracted technical resources to support USAID economic growth activities in five areas of focus:

- (1) Macroeconomic Policy, Poverty Alleviation and Economic Institutions and Analyses
- (2) Privatization
- (3) Financial Services
- (4) General Business Development and Trade and Investment; and
- (5) Legal and Institutional Reform.

Note: This Contract is for area (1), Macroeconomic Policy, Poverty Alleviation and Economic Institutions and Analyses.

The overall macroeconomic environment confronting most countries has improved in recent years. Trade regimes, for example, are somewhat more open, and the understanding of protectionist dangers is more widespread. The collapse of the Eastern Bloc central planning model discredited that form of socialism. Most recently, problems developing in East Asia suggest the dangers of government involvement in credit allocation, and the need for a strong regulatory framework in the financial sector. Overall, there is an increasing acceptance of the superiority of basic free market policies complemented by a clearly defined and effective regulatory framework and sound macroeconomic policies.

Nevertheless, macroeconomic and sectoral management problems continue to be major impediment to self-sustaining growth throughout the world; and, the need for solid policy analysis and related technical assistance remains strong in USAID program countries. The economic crisis that began in East Asia and subsequently spread across the globe has highlighted the importance of sound macroeconomic level, and sectoral policies--manageable fiscal deficits, realistic and flexible exchange rates, and efficient well regulated financial sectors. Without a sound economic footing at the macroeconomic, countries cannot mobilize and allocate efficiently the private sector capital needed to sustain accelerated long-term growth.

Tax systems and trade regimes are areas of concern throughout the developing world. A sustainable and efficient basis for public sector resource acquisition to support the provision of needed public goods is lacking in many developing economies. Revenue shortfalls compromise the governance process and threaten monetary discipline. Ineffectual fiscal systems slow the modernization of the state, preclude effective social safety nets, inhibit political willingness to accept market discipline, and encourage anti-market policies. Improved export performance is seen as the principal means of speeding up economic growth in most developing countries. Yet many of these same countries continue to be characterized by import restrictions, export subsidies, exchange rate problems, and unfair competitive practices.

C.1.(a) Objectives

The Macroeconomic component addresses the SEGIR objectives as they relate to macroeconomic and sectoral policies. This refers to the complex of government strategies, objectives, and actions intended to affect aggregate or sectoral economic variables. Macroeconomic and sectoral policies encompass (non-exclusively) the areas of:

1. Money and banking policy, including the operations of the central bank and any other monetary authorities.
2. Fiscal policy, including all aspects of public revenue generation and expenditure; and encompassing planning, budgeting, and fiscal operations at national and subnational levels.
3. The trade/exchange rate policy, including tariffs, non-tariff barriers to trade, capital transfers, anti-dumping/countervailing duties, foreign debt, free trade areas, customs unions, World Trade Organization accession, and trade openness.
4. National income accounting, measurement and analysis of aggregate economic data, and national development strategy and macro- level economic planning.
5. Policy-related studies of key economic sectors--including policy and regulatory frameworks, key pricing and investment issues, planning and analysis. Labor, energy, telecommunications, transportation and other key sectors are of particular concern owing to their importance to aggregate economic performance. Economic aspects of environmental policies are also included.

6. Analysis and recommendations on poverty, income distribution, regional disparities, safety nets, and equity concerns as they relate to macroeconomic policy.

Other areas of economics are also relevant, at the aggregate or sectoral level, to the extent they affect employment, productivity, production, consumption, savings, and living standards.

The objective of this contract is to provide USAID entities and host government counterpart organizations with the ability to task leading thinkers, practitioners. And research organizations across the full range of macroeconomic and sectoral policy issues.

Macroeconomic expertise under this contract will:

1. position USAID to provide sound developmental policy advice and take a leadership role in fostering a better understanding of macroeconomic and sectoral policy issues.
2. support USAID efforts to assist host countries in the design and implementation of economic and structural reform programs, and the elements of such programs.

C.1.(b) SEGIR Macroeconomic Outputs

SEGIR will produce the following outputs:

- (1) Core research on priority technical, policy and strategic issues, and applied research to meet specific, contextually defined requirements of countries, regions or subregions.
- (2) Information dissemination through seminars, workshops, conferences, and working papers, and other means;
- (3) Customized strategic and tactical development approaches;
- (4) Technical advice and implementation support to USAID regional bureaus, field missions, and host country officials on all aspects of relevant macroeconomic and sectoral policies;
- (5) Training of USAID and host-country decision-makers and technical personnel in the design and implementation of economic policy and institutional reforms; and,
- (6) Long-term, in-country coordination and management of field activities under the SEGIR mechanism.

C.2 STATEMENT OF WORK

Contractor duties shall include, but not be limited to, the provision of technical and advisory services, training, research, and other services to USAID missions and offices, and their clients, through the execution of performance-based task orders. The Contractor shall:

C.2.(a) cooperate and coordinate with on-going Mission and Bureau activities on macroeconomic policy and related reforms in host countries as well as with other Center programs;

C.2.(b) assure that the expertise assigned is appropriate to the needs of the task order and that the contract resources are used in a cost-effective manner, bearing in mind that consortium performance will influence future task order award decisions;

C.2.(c) work closely with key Government, private sector, non-government and private voluntary organizations, and financing institutions and will utilize local expertise as appropriate;

C.2.(d) work closely with representatives of development assistance institutions to harmonize policies they are pursuing in allocating and coordinating assistance; and

C.2.(e) cooperate with and coordinate activities (under guidance of the Cognizant Technical Officer (otherwise referred to as "CTO") with emerging USAID global initiatives as they are defined. (Note: See Section G of this Solicitation for distinction between Contracting Officer (CO) & Cognizant Technical Officer (CTO)).

The Contractor shall provide technical and advisory services, training and/or research services in the activity areas listed in C.3, as specified in each Task Order.

C.3 DESCRIPTION OF TECHNICAL SERVICES**C.3.(a) Technical Areas**

The Contractor shall have the capacity to provide research, technical assistance, and/or training in the areas discussed below to the Global Bureau Centers, USAID field missions, Africa (AFR), Europe and the New Independent States (ENI), Latin America and the Caribbean (LAC), and Asia and the Near East (ANE) Regional Bureaus, other operating units, and host country institutions (public sector, NGO, and private sector).

(1) MONETARY POLICY, BANKING AND CENTRAL BANK OPERATIONS. This includes credit and interest rate issues, measurement and control of key monetary aggregates; structure of the banking system and its regulatory framework; structure and operation of the payments system, and capital market development, structure; and operations including international financial flows.

(2) FISCAL POLICY. This includes all aspects of public finance and expenditure; e.g., tax policy and administration at all governmental levels; budget and revenue policy, fiscal and debt management, and operations at all governmental levels; subsidies; tax/revenue forecasting and projections; intergovernmental fiscal relations; public expenditure reviews and training in all of the above.

(3) TRADE AND EXCHANGE RATE POLICY. This includes analysis, recommendations and training with respect to all policy aspects of trade and exchange rate regimes:

- tariff policy and schedules,
- non-tariff barriers
- exchange rate policy
- balance of payments projections and forecasting
- capital transfers, and international borrowing
- trade trends and WTO related matters
- customs unions, free-trade areas, special preferences regimes,
- anti-dumping measures, countervailing duties, safeguards
- openness of the trade regime;
- export incentive schemes
- foreign investment, foreign debt, debt service and international financial flows.

(4) NATIONAL INCOME ACCOUNTING, STRATEGIC DEVELOPMENT PLANNING, and the collection and analysis of aggregate economic performance data. Included here are:

- national income accounts
- measurement of poverty
- inflation measurement
- monitoring and evaluation criteria; measures and progress tracking for macroeconomic performance and USAID projects in this field.
- Environmental degradation/depletion adjustment to national accounts
- modeling at the macroeconomic or sectoral level

(5) MACROECONOMIC POLICY COORDINATION/INTEGRATION. The contractor will be expected to provide research and/or technical assistance in all aspects of macroeconomic policy coordination -- e.g., harmonizing fiscal, monetary, and trade policy.

(6) LABOR MARKET ANALYSIS AND POLICY. This includes training, research, and policy advice relating to labor force development, labor rights, and the structure and dynamics of the labor market.

(7) OTHER MACROECONOMIC OR SECTORAL POLICY AREAS. This is a residual category and includes areas such as USAID strategic planning documents, pension reform, pricing/subsidy policy, the economics of environmental policies, economic literacy, or other macro or sectoral issues of particular importance.

(8) SECTORAL POLICY ANALYSIS. This includes the analysis of key sectors in an economy--focusing on growth potential, policy constraints, reforms, training requirements, etc.

ILLUSTRATIVE TASKS include:

Assisting USAID field missions and Washington offices in (1) assessing macroeconomic context, (2) designing strategy and programs with respect to that context, (3) preparing policy dialogue documents, (4) educating host government officials and citizenry, and (5) evaluating macroeconomic performance, programs, and projects.

Advising USAID host countries in matters of crisis management of macroeconomic disequilibrium.

Analyzing macroeconomic or sectoral issues deemed important by USAID staff, and provide new theoretical insight into contemporary macroeconomic or sectoral policy issues.

Providing short-term training and orientation programs for LDC decision-makers and their economic technicians.

Providing collateral technical assistance in support of IMF, IBRD, or regional development bank reform programs.

TECHNICAL SKILL AREAS:

- Macroeconomic theory (general)
- Monetary theory/policy/practice
- Trade theory/policy/practice
- Public finance
- International finance
- Econometrics
- Financial Markets
- Labor economics
- National Income accounting
- Agricultural economics
- Development theory
- Fiscal Federalism
- Program/project evaluation
- Political Economy
- Public Sector management

C.3.(b) Technical Training

The contractor shall provide short-term training in the activity areas set forth above, as may be specified in a particular Task Order. Examples of anticipated training include (but are not limited to):

small focus groups to deal with particular issues or obstacles encountered as part of technical assistance;

workshops/conferences designed to bring together all interested parties in both host country governments and private sectors to discuss particular issues/ technology;

a focused workshop to advertise the results of a successful project or policy demonstrations to other interested political and technical decision makers for whom the same results may be replicable; and

placement of various participants in in-country or US long or short term training programs and organizing visitation tours to the US and to other developing countries.

C.3.(c) Commodity Procurement and/or Grants Management

To be responsive to USAID mission needs, especially to those missions that have limited in-country presence and resources, and to enhance opportunities for joint ventures between United States and host country private sector entities, USAID's partners in the public and private sectors will from time to time require equipment and other commodities. This could include innovative data management technology for demonstration, and transportation equipment and commodities, computer equipment, etc. Missions may wish to rely on the Center capabilities to specify and procure commodities for their in-country programs.

Technical assistance and advisory services that may be required by the Global Centers to carry out this activity include, but are not limited to, the following illustrative examples:

assess, analyze, and develop specification for commodities required by public and private organizations working with USAID assistance; and

undertake the procurement of approved commodities for USAID partners according to USAID regulations.

[Note: Any request for commodities under this contract must demonstrate a direct relationship to activities, as articulated in the Statement of Work. All commodities are subject to source, origin and nationality requirements.]

Funds may be made available on a grant basis for institutional capacity building, which the contractor will administer. In this regard, the Contractor may be required to execute and/or administer grants under awarded task orders.

C.3.(d) Implementation and Program Management

The Contractor shall provide contract management necessary to fulfill all the requirements of this Contract. This includes cost and quality control of all tasks and assignments undertaken in pursuit of any and all requirements as contracted as well as the following functions:

(i) Designate a principal point of contact (Project Manager, USAID estimates Level 2 or 3 type qualifications would be appropriate) that USAID may contact for procedural and substantive matters.

The person designated as Project Manager will be responsible for preparing and responding to the Task Order proposals. The Project Manager will also be responsible for ensuring quality control and the overall responsiveness of technical assistance provided under the Contract. The Project Manager can be substituted at the contractor's discretion without prior approval of USAID. The individual can be directly charged to task orders when not serving in the capacity of Project Manager assuming he/she is proposed under a labor category for particular technical services under a task order. The contractor is responsible for assuring that there is always a Project Manager and the costs for that function is included in the loaded rates/multiplier.

[NOTE: It is up to the offeror's discretion on the time allotted and cost associated with this function.]

(ii) Select, prepare, place and support all technical experts carrying out technical requirements;

(iii) Report to USAID technical and contract personnel in accordance with USAID reporting requirements; and

(iv) Ensure quality and control methods in a consistent and transparent manner for all contracted tasks and functions.

Note: The cost for providing Contract Management shall be incorporated into the fixed daily rate and multipliers set forth in Section B.

C.4 TECHNICAL SKILL REQUIREMENTS

C.4.(a) Personnel Requirements. As stated previously in Section B, offerors shall furnish expertise with the necessary education and/or relevant experience.

C.5 PARTNER INSTITUTIONS

In situations where the contractor requires the assistance of partner institutions to achieve results in a Task Order, a clear delineation shall be made (in the Order) as to each partner's duties and responsibilities, including USAID. Partner institutions in this context are defined as any organization with a non-contractual relationship with the contractor (other than USAID).

C.6 STANDARDS OF PERFORMANCE

USAID's ongoing effort to measure meaningful developmental impacts of its activities has been renewed in recent years by diminishing budget allocations, shrinking technical presence overseas and USAID's own "re-engineering" and "re-invention" programs. This section defines some of the performance requirements, which the contractor shall be held to, establishes the performance levels or standards and defines how these performance standards will be measured.

C.6.(a) Performance Standards

Measurable performance standards will be established in individual task orders for each of the major activities. These performance standards will be consistent with the performance standards set forth above and with the following general performance standards:

- Technical competence: Performance may be measured by the contractor's effectiveness on the assignment. Effective technical assistance will produce reports that contain actionable recommendations which can/will be successfully implemented by the client organization. Ineffective technical assistance is marked by superficial or theoretical findings and recommendations, which are irrelevant or cannot be implemented.
- Ability to assemble/prepare effective expertise: Performance may be measured in several different ways. For example, superior contractor recruitment ability goes beyond a simple review of candidate's resumes before submission to USAID. Individually, some candidates might appear qualified on paper, but may lack effectiveness in action. Superior recruitment processes shall be based on references and first-hand contacts with the technical expertise proposed. Similarly, in team building, superior contractor performance will be demonstrated by assembling teams which function smoothly in a team effort to accomplish the required task. Superior contractor performance shall take into consideration how each individual will contribute to create positive group chemistry when assembling team efforts. Inferior performance is marked by disruptive team relations, not withstanding the sometimes stellar reputation of individual members on the team.
- Contractor responsiveness: Performance may be measured by the contractor's ability to maintain open, direct and responsive communications channels with G/EGAD/EM and its clients. Superior contractor performance is marked by a rapid, helpful response to clients without undue delays. Inferior performance may result from a lack of strong communications efforts with G/EGAD/EM and its clients.
- Client satisfaction with the finished product: Performance may be measured in many ways. Superior contractor performance is distinguished by the high quality of the final deliverable. High quality deliverables should be clear, concise, accurate, well-structured and easily comprehended. Advisory services may be measured by the results from recommendations followed.
- Proficiency of the client: Performance may be measured based on the increased ability of the client (USAID Mission and/or host country government) to understand and act on the technical subject matter subsequent to contractor's provision of services.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 REPORTS

In reports should be in accordance with AIDAR 742.1170 and 752.242-70 and as indicated in Section F.11

D.2 SUPPLIES AND COMMODITIES

Any supplies and equipment/commodities purchased and shipped or provided by the Contractor hereunder shall be marked in accordance with the clause of this contract entitled, "Marking" (AIDAR 752.7009). Unless otherwise specified, all commodities shipped overseas shall be in accordance with the supplier's standard export packaging.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 RESPONSIBLE OFFICIAL

The Cognizant Technical Officer (CTO) (identified in G.1) or his/her designated representative shall inspect and accept/reject all services, reports and deliverables in accordance with the clause of this contract entitled, "Inspection - Time and Material and Labor Hour " (FAR 52.246-6).

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection of services, reports and other deliverables shall take place at the principle place of performance or at any other location deemed appropriate by the CTO. Acceptance of services, reports and other deliverables shall take place at USAID Washington DC, or at any other place deemed appropriate by the CTO.

E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under task orders and in Section C of this Contract shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer. In addition, each year G/EGAD/EM will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this contract.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE**F.1 PERIOD OF PERFORMANCE**

The term of performance for this Contract will be five years. The effective date of the Contract is June 20, 2000 and the completion date is June 19, 2005.

F.2 TASK ORDERS

Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers. All statements of work must be cleared by Cognizant Technical Officer (CTO) or his/her designee in G/EGAD/EM. The Task Order System is described below.

Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

F.3 FAIR OPPORTUNITY TO BE CONSIDERED

F.3.(a) Pursuant to FAR 16.505, the following procedures shall be followed in order to ensure that the Contractor shall have a fair opportunity to be considered for each task order:

F.3.(a)(1) If the requirements for a particular activity to be implemented through a task order are such that past performance/experience is the criterion for selecting the awardee, the cognizant USAID/W CTO for USAID/W orders or Mission CTO for Mission orders will review and consider the past performance/experience information for each of the multiple awarded contracts. The Contractor's past performance and experience information accompanies this contract and shall be updated by the Contractor on a semi-annual basis as provided in F.3.(a)(5) below. If review of this information is sufficient for the cognizant USAID/W or Mission CTO to determine which contract to order against, each awardee is considered to have been provided a fair opportunity to be considered for the order. Subsequent to identification of the desired contract, the cognizant USAID/W or Mission CTO will contact the contractor to determine personnel availability and schedule.

F.3.(a)(2) If review of the past performance and experience information which accompanies the multiple awarded contracts and is updated on a semi-annual basis [See F.3.(a)(5)] is insufficient to determine which contract to order against, and personnel qualifications and schedule of availability will determine selection, the cognizant USAID or Mission CTO will provide orally or in writing (e.g., Internet, etc.) a description of the intended services (e.g., brief synopsis, outline, or complete scope of work/deliverables) to each of the contractors awarded a contract under the relevant SEGIR component, and provide them an opportunity to submit personnel resumes and a schedule to determine which contract to order against.

F.3.(a)(3) If a requirement requires consideration of cost/price information for the cognizant CTO to determine which contract to order against, or the government estimate for the requirement is over \$2,000,000, or technical approach would be a determining factor on which contract to order against, the procedures/selection for an order award will be undertaken as described below as opposed to procedures/selection described in Section F.3.(a)(1) and F.3.(a)(2) above. The cognizant CTO will forward the requirement to the cognizant Contracting Officer who will in turn contact each of the contractors awarded a contract under the relevant CLIN and provide them an opportunity to submit a proposal for the requirement. The cognizant Contracting Officer along with the cognizant CTO will determine the minimal information necessary to obtain from each contractor in order to make the selection among them, and will provide each of them the evaluation criteria which will be utilized in making the selection. Evaluation factors may include past performance, quality of deliverables, cost control, price, cost, or other relevant factors.

F.3.(a)(4) In each of the procedures described above [F.3.(a)(1), F.3.(a)(2) and F.3.(a)(3)], the cognizant CTO will prepare a selection memo for the file describing the basis for selecting the awardee, and recommend the awardee to the Contracting Officer.

F.3.(a)(5) The contractor shall update their past performance and experience on a semi-annual basis and submit copies to the USAID/W CTO and each Mission.

F.3.(a)(6) The contractor shall provide a fully executed copy of each task order upon their execution to the USAID/W CTO.

F.3.(a)(7) The Cognizant CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer.

F.4 ORDERING (FAR 52.216-18)(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time during the period of this contract [see Section F.1. above] and implemented through 120 days after the award end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

F.5 ISSUANCE OF TASK ORDERS

Task Orders may be issued only by a Contracting Officer and may be issued orally or by written telecommunications, subject to any terms, conditions, and/or limitations which may be imposed by the Contracting Officer. No task

orders may be modified to allow for a period of performance that exceeds the F.4 implementation period. The basic contract period is not extended unless by formal contract modification and new task orders shall not be issued after the basic contract estimated completion date, as modified. Only the cognizant USAID/W Contracting Officer may modify the basic Contract.

F.6 CONTENTS OF TASK ORDERS

Each task order shall specify:

F.6.(a) The Source of Funds and Fiscal Data.

F.6.(b) The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.

F.6.(c) The Scope of Work that is based as much as possible on performance standards to which the contractor will be held.

F.6.(d) The Quantity of Services/Work days.

F.6.(e) The types of Services/Personnel Requirements, including:

- (1) the number of work days ordered for each functional labor category (FLC),
- (2) the name(s) of approved individual(s) for each FLC,
- (3) the specific duties and responsibilities for each FLC, if such specification from the FLC's in the contract are needed, and
- (4) the fixed daily rate for each authorized individual.

F.6.(f) The Period of Performance/delivery schedule, including a time line indicating benchmarks/milestones and performance standards and completion date.

F.6.(g) The Budget.

F.6.(h) The Logistic Support.

F.6.(i) The USAID and Other Liaison Officials.

F.6.(j) The Language Requirements, if any.

F.6.(k) The Reports and Other Deliverables.

F.6.(l) The Special Requirements/Relevant Information (e.g., source/origin waivers).

F.6.(m) The task order number, which shall be sequentially numbered.

F.6.(n) The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.

F.6.(o) The Authorized Work Week.

F.7 PLACES OF PERFORMANCE

Performance of this contract and task orders issued hereunder shall be in the Washington, DC metropolitan area, at the Contractor's and any subcontractors' facilities at other locations in the United States, and in those countries specified in task orders to which the Cognizant Technical Officer, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

F.8 SUBMISSION/DELIVERY OF REPORTS AND OTHER DELIVERABLES

The Contractor shall submit/deliver all reports and other deliverables in accordance with the clause of this contract entitled "F.o.b. Destination, Within Consignee's Premises" (FAR 52.247-35). The types, quantities, consignees, and due dates of such reports and other deliverables are specified in Section F of this contract, and may be supplemented by task orders issued hereunder.

F.9 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

Performance of work under each task order will be subject to the written technical direction of the Cognizant Technical Officer (CTO) set forth in each task order. Technical directions must be within the terms of this contract and any task order issued hereunder.

F.10 PERFORMANCE OF TASK ORDERS

F.10.(a) The Contractor shall, upon issuance of a task order, promptly commence performance of the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.

F.10.(b) Subject to the prior written approval of the CTO (see Section G.1. of this contract), the Contractor may be authorized to continue performance under a task order beyond the estimated completion date set forth therein; provided that performance shall not extend beyond 60 calendar days from the original estimated completion date set forth in the task order. Prior to the original estimated completion date, the Contractor shall provide a copy of the CTO's written approval for any extension to the term of the task order to the Contracting Officer; in addition, the Contractor must attach another copy of the CTO's approval for such continued performance under the task order to the completion voucher submitted for payment. No authorized extension provided for a task order can extend beyond the contract completion date.

F.10.(c) It is the Contractor's responsibility to ensure that such CTO-approved continuations of performance do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall such CTO-approved continuations of performance authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.10.(d) Proposed adjustments to the period of performance of a task order, which would cause the elapsed time for completion of the work, to exceed 60 calendar days beyond the original estimated completion date must be approved in writing, and in advance, by the Contracting Officer. Requests for such approvals must be submitted in writing to the Contracting Officer prior to the estimated completion date of the task order when the CTO has not approved an extension in accordance with F.9.(b) above, or **prior to** the CTO's approved extension date, if the CTO has already approved an extension pursuant to F.10.(b).

F.10.(e) Subject to the prior written approval of the CTO, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a task order. The Contractor must specify which personnel and labor categories are to be adjusted, and any such adjustments are subject to the clause of this contract entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" [FAR 52.232-07], whereby only the Contracting Officer may authorize the Contractor to exceed the ceiling price of a task order.

The Contractor shall attach a copy of the CTO's approval to the completion voucher submitted for payment.

F.10.(f) It is the Contractor's responsibility to ensure that the CTO's adjustments to the workdays ordered for each functional position do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall the CTO's adjustment authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.11 REPORTS AND OTHER DELIVERABLES

In addition to providing the services described in Section C, and to be described in task orders issued hereunder, the Contractor shall also submit the following reports and other deliverables:

(a) Specific Task Order Reports and Other Deliverables

Each task order issued hereunder shall include specific requirements for reports and other deliverables. In addition to the distribution specified in the task order, the Contractor shall provide one (1) copy to the G/EGAD/EM CTO for this Contract (see Section G.1.) and two (2) copies to U.S. Agency for International Development; PPC/CDIE/DI; Washington, DC 20523. The contractor shall also comply with the clauses of this contract entitled "Rights in Data - General" (FAR 52.227-14), "Periodic Progress Reports" (AIDAR 752.242-70 and 742.1170) (see also Sections D.1 and E.3 of this Solicitation), "Acknowledgement and Disclaimer" (AIDAR 752.7034), and Public Notices (AIDAR 752.7035).

(b) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not

desired. As requested by the G/EGAD/EM CTO, Contractor personnel will brief G/EGAD/EM upon return from each assignment and provide copies of any documents generated under individual task orders.

(c) Performance Reports

Performance reports shall be provided in accordance with AIDAR 742.1170.

(d) Development Experience Documents

Development experience documents shall be provided in accordance with AIDAR 752.7005, as noted below:

(d)(1) Contract Reports and Information/Intellectual Products:

(a) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(b) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (d)(1)(a).

(d)(2) Submission requirements:

(a) Distribution.

(i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (d)(2)(a)(i) above.

(b) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

A. Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

B. The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

C. Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(e) Contract Quarterly Financial Report

The contractor shall submit a quarterly financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer. The quarterly financial report shall include the following information in the following format:

Contract No. _____
 Contractor's Name _____

Task	Actual	Balance		Est
Order	Authorized	Actual	Compl.	Compl.
in Days				
No.	Expend.	Expend.	Balance	Date
+ /(-)				

TOTAL

(f) 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)

The contractor shall prepare and submit progress reports as specified in the Schedule of this contract [for individual Task Orders]. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(g) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W CTO or in a task order.

(h) Meetings

The contractor shall be responsible for attending quarterly general coordination meetings which will be held jointly with the contractor and G/EGAD/EM. The contractor shall be responsible for ensuring personnel presented to undertake assignments are up to date on relevant advances and issues in the field through attendance at G/EGAD/EM workshops, seminars, events and training courses.

F.12 ADDRESS FOR PPC/CDIE/DI

The reports and other intellectual products referenced at AIDAR 752.7026, Reports, should be sent to:

U.S. Agency for International Development
PPC/CDIE/DI, Attn: Acquisitions
RRB M.01-010
Washington, DC 20523

F.13 CONTRACTOR'S PROJECT MANAGER

Point of Contact:
Telephone Number:
Fax Number:
E'mail Address:

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer for this Contract is Mr. James A.M. Elliott or his designee at:

USAID
G/EGAD/EM
RRB, Room 2.11-111
Washington, D.C. 20523

Each task order issued hereunder will indicate a CTO for that particular task order.

G.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

G.2.(a) Technical Directions are defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

G.2.(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

G.2.(c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

G.2.(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

G.2.(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

G.2.(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.3 PAYMENT OFFICE

The original and three (3) copies of the invoice or voucher shall be submitted to the following payment office unless otherwise designated in the Task Order:

USAID
1300 Pennsylvania Avenue NW
Room 7.07, Document Control
Washington, DC 20523-7700

G.4 PAYMENT

G.4.(a) Payment of Fixed Daily Rates: The Contractor may submit monthly vouchers to the payment office indicated in Section G.3. of this contract for actual number of work days (or fractions thereof) provided/performed during the period by each individual, to which the fixed daily rates established in the task order shall be applied; provided, however, that **5%** of the fixed daily rates due or **\$50,000**, whichever is less, shall be withheld by USAID until the completion of the task order and acceptance of services by USAID in accordance with the clause. [Note: AIDAR 752.232-7 is subject to amendment. If amended, the amended clause will take precedence. Also, reference to AIDAR 716.501(c) is no longer relevant since the AIDAR has been amended to remove the referenced section]

G.4.(b) Payment of Other Direct Costs: The Contractor may include in its monthly vouchers for fixed daily rates the costs of allowable other direct costs authorized in the task order and incurred during performance of the task order; provided, however, that cash, checks, or other forms of actual payment have been made by the Contractor for such costs.

G.5 LIAISON OFFICIALS

In-country USAID liaison officials are not empowered to act on behalf of the USAID/W Contracting Officer or G/EGAD/EM CTO, such as providing technical direction or making any material changes in this Contract, unless authorized in advance to do so by the USAID/W Contracting Officer. Liaison officials are separate and distinct from USAID/W or mission CTO's.

G.6 ACCOUNTING AND APPROPRIATION DATA OF OBLIGATED FUNDS

Organization ID/Request ID:
RC No.:
Account No.:
Amount:

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract and the applicable task order, is subject to availability of funds, and should not be construed as authorization to exceed the ceiling price of this contract or task orders. The Contractor shall retain for audit purposes a copy of each travel concurrence.

[End of Clause]

H.2 INSURANCE AND SERVICES

H.2.(a) AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act)

USAID's DBA insurance carrier is:

Rutherford International Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312
Points of Contact: Sara Payne or Diane Ford
Phone: (703) 354-1616
Fax: (703) 354-0370

H.2.(b) AIDAR 752.228-70 Medical Evacuation Services (MAR 1993)

USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

[End of Clause]

H.4 LOGISTIC SUPPORT

H.4.(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.4.(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

H.4.(c) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H.4.(b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid.

[End of Clause]

H.5 COMPENSATION AND AUTHORIZED WORK DAY/WEEK

[References to salary approvals and annual increases in this section are made with respect to locally hired national personnel or other non-U.S. expatriates.]

H.5.(a) Compensation

(1) Pursuant to AIDAR 722.170 (b), compensation, including merit or promotion increases paid may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission.

(2) Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such employees shall be paid in the currency of the cooperating country.

H.5.(b) Work Day/Week

(1) The length of the workday for individuals providing/performing services overseas shall coincide with the workday for employees of the USAID Mission. Unless otherwise authorized in a Task Order or in the USAID Mission's policy, the work week for individuals providing services overseas shall be five days, unless approved in advance and in writing by the CTO (see Section G of this Solicitation).

(2) For the purposes of this contract, a workday shall include, in addition to direct time spent in providing/performing services, time actually spent in authorized travel necessary in connection with duties directly related to work under a Task Order. In no event, however, will payment be made for any travel time in excess of the time required for travel by the most direct and expeditious route as determined by USAID in its sole discretion.

(3) The fixed daily burdened rate for a fractional part of a day shall be pro-rated, accordingly. Under no circumstances will overtime or premium pay be allowed.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO COMPETE FOR ANOTHER CONTRACT TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES, unless the Head of the Contracting Activity, with the agreement of USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503, AIDAR 709.503 and USAID policy) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from competing to furnish implementation services, a clause stating the preclusion will be included in the task order.

It is critical to USAID that Contractor evaluations be conducted with complete impartiality and objectivity, uninfluenced by the possibility that the Contractor might in the near future compete for further USAID consulting work against the evaluated firm implementing a project or, on the other hand, any perception that a favorable review would enhance the reputation of the Contractor with USAID and thus improve its position with respect to obtaining further USAID consulting work. Therefore, if the contract (as implemented by task order) calls for the Contractor to evaluate a USAID project, the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for design services or other evaluation services) to USAID in the relevant project sector for a period of three (3) years after the last services are provided by the Contractor under

this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

It is USAID policy to guard against any possibility that a contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contractors which it may audit, and any resulting appearance of impropriety. Therefore, if the contract (as implemented by task order) calls for the Contractor to audit USAID contractor(s), the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for other audit services) to USAID for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

H.7 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

**H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR
INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated May 9, 2000 is hereby incorporated as a material part of this contract.

In accordance with 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
RRB 7.08-125
Washington, DC 20523

and a copy to the USAID/W Contracting Officer.

H.9 YEAR 2000 COMPLIANT

All offerors must be Y2K compliant as specified in FAR Part 39.106. This requirement shall also apply to ADP equipment purchased under individual Task Orders.

H.10 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

In accordance with Automated Directives System (ADS) 206.5.9, the applicable clauses are incorporated by reference to this contract, and would be considered applicable to any relevant task order.

H.11 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION TARGET

The Contractor's SDB Participation Target (Per FAR 52.219-24) is:

a. for Prime contractor:

in Dollars \$
as a Percentage of total contract value

* Estimated total contract value of \$xxxxxxx (based on the assumption that the contractor will not implement activities up to the aggregate contract ceiling of \$75,000,000)

Target provided must be consistent with the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

H.12 USAID OMBUDSMAN CONTACT INFORMATION

Ms. Barbara Bocker
USAID Ombudsman for Acquisition and Assistance
Office of the Procurement Executive
Telephone: 202-712-0824
Fax: 202-216-3131
E'mail: BBocker@usaid.gov

END OF SECTION H

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-2	AUDIT AND RECORDS (AUG 1996)
52.215-8	ORDER OF PRECEDENCE (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	PENSION ADJUSTMENT AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (APR 1998)
52.217-8	OPTION TO EXTEND SERVICES (AUG 1989)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUN 1999)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING (JAN 1999)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS
OF THE VIETNAM ERA (JAN 1999)
52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.223-2 CLEAN AIR AND WATER (APR 1984)
52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING
(OCT 1996)
52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION
OF CONTRACT (AUG 1989)
52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
(APR 1984)
52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)
52.230-2 COST ACCOUNTING STANDARDS (APR 98)
52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING
PRACTICES (APR 1998)
52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR
1996)
52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (FEB 1997)
52.232-17 INTEREST (JUN 1996)
52.232-20 LIMITATION OF COST (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (JUN 1997)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)
52.233-1 DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND
VEGETATION (APR 1984)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-3 CHANGES - TIME AND MATERIALS OR LABOR HOURS (AUG
1987)
52.243-7 NOTIFICATION OF CHANGES (APR 1984)
52.244-2 SUBCONTRACTS (AUG 1998)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (OCT 1998)
52.245-5 GOVERNMENT PROPERTY COST- REIMBURSEMENT, TIME-AND-
MATERIAL, OR LABOR-HOUR CONTRACTS (JAN 1986)
52.246-6 INSPECTION - TIME-AND-MATERIAL AND
LABOR HOUR (JAN 1986)
52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR
1984)

52.247-63 PREFERENCE FOR U.S. AIR FLAG CARRIERS (JAN 1997)
 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL
 VESSELS (JUN 1997)
 52.248-1 VALUE ENGINEERING (MAR 1989)
 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
 (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP
 1996)
 52.249-6 TERMINATION (COST REIMBURSEMENT) (SEP 1996)--
 ALTERNATE IV (SEP 1996)
 52.249-14 EXCUSABLE DELAYS (APR 1984)
 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

752.202-01, ALT. 70 A.I.D. DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT FOR
 USE IN ALL A.I.D. CONTRACTS (JAN 1990)
 752.202-01, ALT. 72 A.I.D. DEFINITIONS CLAUSE -- SUPPLEMENT FOR A.I.D.
 CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)
 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD
 (JUN 1993)
 752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)
 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
 DISADVANTAGED BUSINESS CONCERNS
 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)
 752.225-71 LOCAL PROCUREMENT (FEB 1997)
 752.226-2 SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES (JULY 1997)
 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
 752.228-7 INSURANCE -- LIABILITY TO THIRD PERSONS
 752.228-9 CARGO INSURANCE
 752.232-7 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS
 752.245-70 GOVERNMENT PROPERTY
 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)
 752.7001 BIOGRAPHICAL DATA (JUL 1997)
 752.7002 TRAVEL AND TRANSPORTATION (JAN 1990)
 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)
 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)
 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE
 DOCUMENTS (OCT 1997)
 752.7006 NOTICES (APR 1984)
 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)
 752.7009 MARKING (JAN 1993)
 752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)
 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)
 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS (JAN 1990)
 752.7015 USE OF POUCH FACILITIES (JUL 1997)
 752.7018 HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES
 (JAN 1999)
 752.7019 PARTICIPANT TRAINING (JAN 1999)
 752.7023 REQUIRED VISA FORM FOR AID PARTICIPANTS (APR 1984)
 752.7025 APPROVALS (APR 1984)
 752.7027 PERSONNEL (DEC 1990)

752.7028	DIFFERENTIALS AND ALLOWANCES (JUL 1996)
752.7029	POST PRIVILEGES (JUL 1993)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)
752.7033	PHYSICAL FITNESS (JUL 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)
752.7035	PUBLIC NOTICES (DEC 1991)

I.3 52-215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to assess valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalize values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ALTERED CONTRACT CLAUSES

Portions of this contract are altered as follows:

- (a) In clause "Workers' Compensation and War-Hazard Insurance Overseas" (FAR 52.228-3) add the following:

"(a) The contractor agrees to procure Defense Base Act (DBA) Insurance pursuant to the terms of the contract between USAID and USAID DBA insurance carrier unless the contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the contractor has secured a waiver of DBA coverage for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the employees native country, whichever offers greater benefits. The list of countries for which USAID has secured waiver of DBA coverage is included as an attachment in Section J.

(c) The contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the aid requirements contract."

- (b) In the clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-7), Add the following preamble:

"For the purposes of this clause certain terms shall be interpreted as follows: the term 'contract(s)' includes 'task order(s)'; 'hour(s)', or 'hourly' may be calculated in terms of 'day(s)' or 'daily (8 hours)'; and 'materials' includes 'other direct costs'."

- (c) In the clause entitled "Notification of Changes" (FAR 52.243-7), Insert "7 days" in the blank in paragraph (b).

(d) Pursuant to the clause of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (AIDAR 752.232-7), the term "materials" includes "other direct costs," i.e., costs not included in the fixed daily rates and multipliers. In referring to "other direct costs," the clause of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-7), as amended by the aforesaid AIDAR clause of the same name, includes subcontracts. For the purposes of this contract, however, references in the clauses of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-7) and "Subcontracts (Time-and-Materials and Labor-Hour Contracts)" (FAR 52.244-3) to the term "subcontracts" mean: (A) purchase orders and subcontracts for purposes other than technical assistance services to be provided/performed under a task order issued hereunder; or (B) for that portion of subcontracts with subcontractors for technical assistance services which are not associated with, or included in, the fixed daily rates set forth in the task

order, which shall be entirely included as a reimbursable cost and will not be included in the fixed daily rates described in Section B.5.(a)(1). No indirect costs, profit, or any other burden will be applied to subcontracts, which shall be reimbursed on an actual expense basis.

(e) In clause "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5) insert the following (AIDAR 752.245-70, Government Property) preceding the text of the FAR clause:

"The term 'government furnished property' wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500."

Reporting requirement to be inserted following the text of the FAR clause.

"Reporting requirements: the contractor will submit an annual report on all non-expendable property in a form and manner acceptable to aid substantially as follows:

Annual Report of Government Property
in Contractor's Custody
(name of contractor)
as of (end of contract year), 19xx

Motor Vehicles	Furniture and Furnishings-- Office Living Quarters	Other Non-expendable Property
----------------	---	-------------------------------------

A.. Value of property
as of last report.

B. Transactions during
this reporting period.

1.Acquisitions (add):

a. Purchased by
contractor 1/
b. Transferred
from USAID 2/
c. Transferred from
others-without
reimbursement 3/

2. Disposals (deduct):

a. Returned to USAID
b. Transferred to USAID-
contractor purchased.
c. Transferred to
other government
agencies 3/

d. Other disposals 3/

C. Value of property as
of reporting date.

D. Estimated average
age of contractor

held property _____ years _____ years _____ years

1/property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and
which has a unit cost of more than \$500.

2/Government furnished property listed in this contract as non-expendable.

3/Explain if transactions were not processed through or otherwise authorized by USAID.

Property inventory verifications

I attest that (1) physical inventories of government property are taken not less frequently than annually; (2) the accountability records maintained for government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line c above, and the estimated average age of each category of property is as cited opposite line d above.

Authorized signature

I.5 COMMUNICATION PRODUCTS (OCT 1994)

I.5.(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

I.5.(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID-financed publications and video productions is attached.

I.5.(c) Communications products which meet any of the following criteria are not eligible under this contract unless specifically authorized in the schedule of the contract or in writing by the contract officer:

- (1) All communications materials funded by operating expense account funds.
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other AID/W offices for internal use).

I.5.(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.6 AIDAR 752.228-70 MEDICAL EVACUATION SERVICES (MAR 1993)

I.6.(a) Contractors agree to provide MEDEVAC service coverage to all U.S. Citizen, U.S. Resident alien, and third country national employees and their authorized dependents while overseas under an aid financed direct contract. Coverage shall be obtained pursuant to the terms of the contract between USAID and USAID's MEDEVAC service provider unless exempted in accordance with paragraph (b) of this clause.

I.6.(b) The following are exempted from the requirements in paragraph (a) of this clause:

(i) eligible employees and their dependents with a health insurance program that includes sufficient medevac coverage as approved by the contracting officer.

(ii) eligible employees and their dependents located at missions where the mission director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

I.6.(c) Contractors further agree to insert in all subcontracts hereunder to which the MEDEVAC coverage is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide medical evacuation services coverage and obtain MEDEVAC coverage in accordance with the contract between USAID and USAID's MEDEVAC service provider.

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

- J.1 Subcontracting Plan
- J.2 Standards for USAID-Funded Publications and Video Productions
- J.3 Defense Base Act (DBA) Waiver List

END OF SECTION J

STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring LPA approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications intended for a U.S. audience, including Congress:

A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.

B. Paper: For both cover and text, use the most cost effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.

C. Photos: Black-and-white

D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.

E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

III. Use of metric units of measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

VI. Publications produced through USAID-funded grants and contracts are subject to these standards.

STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require LPA approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material.

Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:
 - Pre-production: research, script, shooting schedule (where the video will be shot);
 - Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and
 - Editing: how many hours, how much per hour, how much for graphics and titles.
- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

III. Videos produced through USAID-funded grants and contracts are subject to these standards.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.

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AS OF SEPTEMBER 1998

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Albania	Honduras	St. Vincent
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Armenia	India	Serbia
Azerbaijan	Indonesia	Seychelles
Bahamas	Israel	Sierra Leone
Bangladesh	Italy	Slovak Republic
Barbados	Jamaica	Slovenia
Belarus	Jordan	Somalia
Belize	Kazakhstan	South Africa
Benin	Kenya	Sri Lanka
Bolivia	Korea	Sudan
Bosnia	Krygyzstan	Swaziland
Hercegovina	Latvia	Syria
Botswana	Lebanon	Tajikistan
Brazil	Lesotho	Tanzania
Bulgaria	Liberia	Thailand
Burkina Faso	Lithuania	Togo
Burundi	Macedonia	Tonga
Cambodia	Madagascar	Tunisia
Cameroon	Malawi	Turkey
Cape Verde	Mali	Turkmenistan
Chad	Mauritania	Uganda
Chile	Mauritius	Ukraine
Colombia	Mexico	Uruguay
Costa Rica	Moldova	Uzbekistan
Cote d'Ivoire	Mongolia	Vietnam
Croatia	Montenegro	Western Samoa
Czech Republic	Morocco	Yemen
Democratic Republic of the Congo	Mozambique	Yugoslavia
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Dominica	Nepal	Zimbabwe
Dominican Republic	New Caledonia	
Ecuador	Nicaragua	
Egypt	Niger	
El Salvador	Nigeria	
Equatorial Guinea	Oman	
Estonia	Pakistan	
Ethiopia	Panama	
Fiji	Papua New Guinea	
Gambia	Paraguay	
Georgia	Peru	
Ghana	Philippines	
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